LIFE INSURANCE—FORFEITURE—FALSE REPRESENTATIONS.—The refusal of an applicant for insurance to furnish a sample of urine to the medical examiners, because of which the application is rejected, is *held*, in *Security Mut. L. Ins. Co.* v. *Webb* (C. C. A. 8th C.), 55 L. R. A. 122, not to annul the negotiations so as to justify a statement in an application to another company that no proposal or application for insurance has ever been made upon which a policy has not been issued.

With this case there is a note as to forfeiture of life insurance by false representations with respect to previous application for insurance.

COMMON CARRIERS — POWER OF TICKET AGENT TO BIND. — One who has purchased a ticket for passage on a particular train on the assurance of the ticket seller that the train will stop at the station at which he wishes to alight, is *held* in *Atkinson* v. *Southern R. Co.* (Ga.), 55 L. R. A. 223, to be entitled to recover damages if ejected by the conductor solely on the ground that the train does not stop at the station in question, where the passenger did not know or have reason to believe that the information given him by the agent was incorrect, or that there was a rule of the company making the agent incompetent to give the information, or prohibiting the conductor from stopping the train at that station.

See 7 Va. Law Register, 874.

ATTORNEYS—COMPENSATION—INFANTS' SUITS—POWERS OF PROCHEIN AMI.—Attorneys representing a minor child recovered a judgment, which was affirmed in the Supreme Court, and applied to that court for an allowance to them of thirty per cent. of the recovery as fees for services rendered. *Held*, while the justice of the claim and their right to a lien on the recovery are conceded, the amount cannot be fixed upon an *ex parte* application, but must be determined in another proceeding, in which the minor will have an opportunity to be heard, or settled by contract with his guardian, when one shall be appointed. The next friend, as such, has no legal right to receive any part of the recovery. *American Lead Pencil Co.* v. *Davis* (Tenn.), 67 S. W. 864. Citing *Cody* v. *Iron Co.*, 105 Tenn. 515.

CONTRACTS—CONTINUING GUARANTIES—NOTICE.—Defendant guaranteed to a manufacturer the payment of its bills for merchandise furnished a retailer, to an amount not exceeding $500, stipulating that "this shall be held as a continuing guaranty until further notice from me." *Held*, That the contract covers all sales contemplated in it made after its delivery, and before notice, to the extent of $500 ; that parol evidence was inadmissible to show that the guarantor intended that it should apply to the year 1898 alone, and that notice to plaintiff's agent (who had negotiated the contract of guaranty) of the withdrawal of the guaranty was not notice to the principal, unless such agent was agent for the purpose of receiving such notice. *Indiana Bicycle Co.* v. *Tuttle* (Conn.), 51 Atl. 538.

COMMON CARRIERS—CONTRACTS WITH PASSENGERS.—A steamboat passenger who, upon being refused a berth in accordance with the transportation contract,

elects to occupy a couch in the cabin rather than pay the small additional sum demanded for a berth, is *held*, in *McWethy v. Detroit, G. R. & W.* R. *Co.* (Mich.), 55 L. R. A. 306, to assume the risk of injury from so doing, through drafts and insufficient covering.

A contract by a porter placed in charge of a sleeping car, to waive his right of action for injuries caused by the negligence of any railroad company by which the car is hauled, or of its servants, is *held*, in *Russell* v. *Pittsburgh, C. C. & St. L. R. Co.* (Ind.), 55 L. R. A. 253, not to be void as against public policy.

See 4 Va. Law Register, 556.

ARBITRATION AND AWARD—CONSTRUCTION.—Although a statute prescribes a method of arbitration, it is merely cumulative, and any controversy which might be submitted by a parol agreement to arbitrators, may still be arbitrated as at common law.

Awards are liberally construed. Arbitration is encouraged. An award will not be rejected, if by any fair construction, it can be sustained. It must be construed according to common sense and popular understanding. Certainty to a common intent is all that is required. No intendment will be indulged to overturn an award, but every reasonable intendment will be allowed to uphold it.

Poggenburg v. *Conniff* (Ky.), 67 S. W. 845. Citing *Royse* v. *McCall*, 5 Bush, 697; *Thomasson* v. *Risk*, 11 Bush, 621; *Brown* v. *Warnock*, 5 Dana, 493.

RAILROADS — NEGLIGENCE — LICENSEES. — An owner's liability for the condition of the premises is only co-extensive with his invitation. Implied invitation is part of the law of negligence from which arises an obligation to use reasonable care. Its essence is that the defendant knew or ought to have known that something that he was doing or permitting to be done might give rise to a natural belief that he had intended that to be done which his conduct had led plaintiff to believe he had intended. It is not enough that the user believed that the use was intended. He must bring his belief home to the owner.

Thus, where plaintiff was engaged in painting a railroad shed, and attempted to pass between two cars, detached from each other and from the rest of the train, standing on a track along side the shed, and was injured, it was *Held*, That no invitation to the plaintiff to make use of the opening between the cars was implied, and that the railroad owed him higher duty than to refrain from acts wilfully injurious. *Furey* v. *N. Y. C. &c. Ry. Co.* (N. J.), 51 Atl. 505. Citing *Sweeney* v. *Railway Co.* 10 Allen, 368, 87 Am. Dec. 644; *Railroad Co.* v. *Reich*, 61 N. J. Law, 636, 41 L. R. A. 831, 68 Am. St. Rep. 727.

HOMESTEAD IN MINERAL LANDS.—Coal which underlies lands held as a homestead is a part of the homestead, and is protected from sale to the same extent that the homestead is protected. *Russell* v. *Berry* (Ark.), 67 S. W. 864.

Per Riddick, J. :

"Our State Constitution provides that if the owner of a homestead die, leaving a widow, 'the rents and profits thereof shall vest in her during her natural life,' provided that if the owner leaves children they 'shall share with the widow and be entitled to half the rents and profits till each of them arrives at twenty-one years of age.' Const. 1874, art. 9, sec. 6. Now it has been correctly stated